

**ORIGINAL**

**NEW APPLICATION**



0000137333

**ARIZONA CORPORATION COMMISSION**



Arizona Corporation Commission  
**DOCKETED**

MAY 31 2012

DOCKETED BY nr

W-04254A-12-0204

ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

2012 MAY 31 P 1:24

**RECEIVED**

**FINANCING APPLICATION**

Montezuma Rimrock Water Company LLC  
**UTILITY NAME**

\_\_\_\_\_  
**DOCKET NO(S)**

You must complete ALL items in the application according to the instructions provided. If you have any questions regarding the application please call (602) 542-4251 for Staff assistance.

IN ORDER TO PROCESS YOUR APPLICATION  
PLEASE FORWARD THE ORIGINAL  
AND THIRTEEN COPIES OF THE  
**APPLICATION** PLUS  
THREE PACKETS OF THE SUPPORTING  
DOCUMENTATION TO:

ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL CENTER  
1200 WEST WASHINGTON STREET  
PHOENIX, ARIZONA 85007

Application for financing approval pursuant to ARS 40-301 and 40-302 information:

1. Montezuma Rimrock Water Company LLC

Patricia D. Olsen, Manager

P.O. Box 10, 4615 E. Goldmine Rd., Rimrock, AZ 86335

928-592-9211

2. Statutory Agent:

Patricia D. Olsen

P.O. Box 10, 4615 E. Goldmine Rd., Rimrock, AZ 86335

928-592-9211

3. Promissory Note

Rask Construction

Proposal submittal: \$68,592.00

Waterline construction connecting well site #1 and well site #4

4. The Finance Application is within the corporate powers of the applicant and compatible with the public interest. The waterline is necessary for the backwashing of the Arsenic Treatment Facility and for the fire protection of the community.

**COMPARATIVE STATEMENT OF INCOME AND EXPENSE**

Acct. No.	OPERATING REVENUES	PRIOR YEAR	CURRENT YEAR
461	Metered Water Revenue	\$ 101961	\$
460	Unmetered Water Revenue		
474	Other Water Revenues		
	<b>TOTAL REVENUES</b>	\$ 101961	\$ 101276
	<b>OPERATING EXPENSES</b>		
601	Salaries and Wages	\$ 14802	\$
610	Purchased Water	994	686
615	Purchased Power	6600	6064
618	Chemicals	610	711
620	Repairs and Maintenance	19490	8047
621	Office Supplies and Expense	9620	13160
630	Outside Services	7132	15890
635	Water Testing	2675	1000
641	Rents	5800	7983
650	Transportation Expenses	9279	9352
657	Insurance – General Liability	5897	4948
659	Insurance - Health and Life	3902	1597
666	Regulatory Commission Expense – Rate Case	1870	886
675	Miscellaneous Expense	2675	2477
403	Depreciation Expense	10935	7367
408	Taxes Other Than Income	9020	10291
408.11	Property Taxes	3484	3098
409	Income Tax		
	<b>TOTAL OPERATING EXPENSES</b>	\$ 114785	\$ 93537
	<b>OPERATING INCOME/(LOSS)</b>	\$ <12824>	\$ 7739
	<b>OTHER INCOME/(EXPENSE)</b>		
419	Interest and Dividend Income	\$	\$
421	Non-Utility Income		
426	Miscellaneous Non-Utility Expenses	<292>	
427	Interest Expense	<2244>	<2773>
	<b>TOTAL OTHER INCOME/(EXPENSE)</b>	\$ <2536>	\$ <2773>
	<b>NET INCOME/(LOSS)</b>	\$ <15360>	\$ 4946

**BALANCE SHEET**

Acct No.		BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	<b>ASSETS</b>		
	<b>CURRENT AND ACCRUED ASSETS</b>		
131	Cash	\$ 1514	\$ 1894
134	Working Funds		
135	Temporary Cash Investments		
141	Customer Accounts Receivable		
146	Notes/Receivables from Associated Companies		
151	Plant Material and Supplies	377	377
162	Prepayments		
174	Miscellaneous Current and Accrued Assets		
	<b>TOTAL CURRENT AND ACCRUED ASSETS</b>	\$ 1891	\$ 2271
	<b>FIXED ASSETS</b>		
101	Utility Plant in Service	\$ 529342	\$ 547477
103	Property Held for Future Use		
105	Construction Work in Progress		155
108	Accumulated Depreciation – Utility Plant	<220868>	<234721>
121	Non-Utility Property		
122	Accumulated Depreciation – Non Utility		
	<b>TOTAL FIXED ASSETS</b>	\$ 306474	\$ 312911
	<b>TOTAL ASSETS</b>	\$ 310365	\$ 315182

**NOTE:** The Assets on this page should be equal to **Total Liabilities and Capital** on the following page.

**BALANCE SHEET (CONTINUED)**

Acct. No.		BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	<b>LIABILITIES</b>		
	<b>CURRENT LIABILITES</b>		
231	Accounts Payable	\$ 2000	\$
232	Notes Payable (Current Portion)		
234	Notes/Accounts Payable to Associated Companies		
235	Customer Deposits	26855	32163
236	Accrued Taxes		
237	Accrued Interest		
241	Miscellaneous Current and Accrued Liabilities		
	<b>TOTAL CURRENT LIABILITIES</b>	\$ 27055	\$ 32163
	<b>LONG-TERM DEBT (Over 12 Months)</b>		
224	Long-Term Notes and Bonds	\$ 28611	\$ 17728
	<b>DEFERRED CREDITS</b>		
251	Unamortized Premium on Debt	\$	\$
252	Advances in Aid of Construction	28575	30986
255	Accumulated Deferred Investment Tax Credits		
271	Contributions in Aid of Construction	252556	257742
272	Less: Amortization of Contributions	<73388>	<36891>
281	Accumulated Deferred Income Tax		
	<b>TOTAL DEFERRED CREDITS</b>	\$ 207743	\$ 251837
	<b>TOTAL LIABILITIES</b>	\$ 263209	\$ 301726
	<b>CAPITAL ACCOUNTS</b>		
201	Common Stock Issued	\$	\$
211	Paid in Capital in Excess of Par Value		
215	Retained Earnings	4712	11901
218	Proprietary Capital (Sole Props and Partnerships)	40444	1555
	<b>TOTAL CAPITAL</b>	\$ 45156	\$ 13456
	<b>TOTAL LIABILITIES AND CAPITAL</b>	\$ 310365	\$ 315182

# PROPOSAL

**RASK CONSTRUCTION**  
GENERAL CONSTRUCTION

Company No. [REDACTED]

Fax [REDACTED]

No. 1

Date 4-12-12

Sheet No. 1

**Proposal Submitted To:**

Name Montezuma-Rimrock water co.  
Street East Gold mine and towers Dr.  
City Rimrock  
State Az.  
Phone 300-3291

**Work To Be Performed At:**

Street From Tieman to Bently and Towers.  
City Rimrock State Az.  
Date of Plans Revised 2-10  
Architect EHS

We hereby propose to furnish the materials and perform the labor necessary for the completion of

**Items:**

- #2 Provide the necessary equipment & labor to install the water line from the well on tieman to well #1 on towers. Pressure test & sanitize the new line.
- #3 Connecting of the transfer line by others.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$68,592.00).

with payments to be made as follows: Progress draws.  
Rcvd. \$7,000.00  
Balance \$61,592.00

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted RASK CONST.  
Per NORM RASK

Note—This proposal may be withdrawn by us if not accepted within 10 days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date 4/20/12

Signature [Signature]  
Signature \_\_\_\_\_

## ***LOAN AGREEMENT***

\$68,592

DATE: April 20, 2012

For value received, the undersigned Montezuma Rimrock Water Company LLC (the "Borrower"), at Rimrock Arizona, promises to pay to the order of Rask Construction, (the "Lender"), P.O. Box 387, Camp Verde, AZ 86322, (or at such other place as the Lender may designate in writing) the sum of \$68,592 with interest from May 1, 2012, on the unpaid principal at the rate of 6% per annum.

### **I. TERMS OF REPAYMENT**

#### **A. Payments**

The unpaid principal and accrued interest shall be payable in monthly installment of \$1,326.08, beginning on April 20, 2012, and continuing until April 20, 2017, (the "due Date"), at which time the remaining unpaid principal and interest shall be due in full.

#### **B. Application of Payments**

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

#### **C. Late Fee**

The Borrower promises to pay a late charge of \$5.00 for each installment that remains unpaid more than 15 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

#### **D. Acceleration of Debt**

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

### **II. PREPAYMENT**

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

### **III. COLLECTION COSTS**

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

### **IV. DEFAULT**

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver of the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

#### **V. SEVERABILITY OF PROVISIONS**

If any one or more of the provisions of this Note are determined to be unenforceable in whole or in part, for any reason, the remaining provisions shall remain fully operative.

#### **VI. MISCELLANEOUS**

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

#### **VII. GOVERNING LAW**

This Note shall be construed in accordance with the laws of the State of Arizona

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 20th day of April, 2012.

Borrower:

Montezuma Rimrock Water Company LLC



# Loan Amortization Schedule

Enter values	
Loan amount	\$ 68,592.00
Annual interest rate	6.00 %
Loan period in years	5
Number of payments per year	12
Start date of loan	4/20/2012
Optional extra payments	

Lender name: Risk Construction

Loan summary	
Scheduled payment	\$ 1,326.08
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$ 0
Total interest	\$ 10,972.55

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	5/20/2012	\$ 68,592.00	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 983.12	\$ 342.96	\$ 67,608.88	\$ 342.96
2	6/20/2012	\$ 67,408.88	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 982.07	\$ 338.01	\$ 66,626.85	\$ 681.97
3	7/20/2012	\$ 66,230.85	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 981.02	\$ 333.10	\$ 65,647.88	\$ 1,015.07
4	8/20/2012	\$ 65,067.88	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 980.04	\$ 328.14	\$ 64,671.95	\$ 1,343.25
5	9/20/2012	\$ 63,920.95	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 979.12	\$ 323.15	\$ 63,707.83	\$ 1,666.40
6	10/20/2012	\$ 62,789.02	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 978.26	\$ 318.14	\$ 62,754.57	\$ 1,984.53
7	11/20/2012	\$ 61,671.08	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 977.45	\$ 313.10	\$ 61,811.12	\$ 2,297.63
8	12/20/2012	\$ 60,566.10	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 976.68	\$ 308.03	\$ 60,876.44	\$ 2,605.66
9	1/20/2013	\$ 59,473.06	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 975.94	\$ 302.94	\$ 59,949.50	\$ 2,908.60
10	2/20/2013	\$ 58,391.92	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 975.23	\$ 297.82	\$ 59,029.27	\$ 3,206.42
11	3/20/2013	\$ 57,321.67	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 974.54	\$ 292.68	\$ 58,114.73	\$ 3,499.11
12	4/20/2013	\$ 56,262.28	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 973.88	\$ 287.52	\$ 57,204.85	\$ 3,786.62
13	5/20/2013	\$ 55,213.57	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 973.24	\$ 282.32	\$ 56,307.61	\$ 4,068.95
14	6/20/2013	\$ 54,175.27	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 972.62	\$ 277.10	\$ 55,421.99	\$ 4,346.05
15	7/20/2013	\$ 53,147.39	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 972.01	\$ 271.86	\$ 54,547.98	\$ 4,618.91
16	8/20/2013	\$ 52,129.97	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 971.42	\$ 266.59	\$ 53,684.56	\$ 4,887.50
17	9/20/2013	\$ 51,123.00	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 970.84	\$ 261.29	\$ 52,831.27	\$ 5,151.79
18	10/20/2013	\$ 50,126.40	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 970.28	\$ 255.97	\$ 51,988.30	\$ 5,411.76
19	11/20/2013	\$ 49,140.22	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 969.73	\$ 250.62	\$ 51,155.67	\$ 5,667.38
20	12/20/2013	\$ 48,164.54	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 969.20	\$ 245.24	\$ 50,333.47	\$ 5,918.62
21	1/20/2014	\$ 47,208.27	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 968.68	\$ 239.84	\$ 49,521.79	\$ 6,165.46
22	2/20/2014	\$ 46,271.41	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 968.17	\$ 234.40	\$ 48,720.32	\$ 6,407.86
23	3/20/2014	\$ 45,354.05	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 967.67	\$ 228.95	\$ 47,928.65	\$ 6,645.81
24	4/20/2014	\$ 44,456.28	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 967.18	\$ 223.46	\$ 47,146.47	\$ 6,879.27
25	5/20/2014	\$ 43,578.09	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 966.70	\$ 217.95	\$ 46,373.52	\$ 7,108.22
26	6/20/2014	\$ 42,719.44	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 966.23	\$ 212.41	\$ 45,609.09	\$ 7,332.63
27	7/20/2014	\$ 41,880.40	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 965.77	\$ 206.84	\$ 44,853.32	\$ 7,552.47
28	8/20/2014	\$ 41,060.95	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 965.32	\$ 201.24	\$ 44,106.08	\$ 7,767.71
29	9/20/2014	\$ 40,261.06	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 964.88	\$ 195.62	\$ 43,367.20	\$ 7,968.33
30	10/20/2014	\$ 39,480.72	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 964.44	\$ 189.97	\$ 42,636.76	\$ 8,154.30
31	11/20/2014	\$ 38,718.92	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 964.01	\$ 184.29	\$ 41,914.75	\$ 8,325.59
32	12/20/2014	\$ 37,975.65	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 963.59	\$ 178.58	\$ 41,201.16	\$ 8,483.17
33	1/20/2015	\$ 37,250.00	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 963.17	\$ 172.84	\$ 40,496.31	\$ 8,625.99

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
34	2/20/2015	\$ 30,111.39	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,074.00	\$ 167.07	\$ 29,037.39	\$ 8,750.05
35	3/20/2015	\$ 28,255.48	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,104.80	\$ 161.28	\$ 27,932.60	\$ 8,911.23
36	4/20/2015	\$ 26,090.69	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,170.62	\$ 173.45	\$ 26,762.06	\$ 9,086.78
37	5/20/2015	\$ 24,920.06	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,176.48	\$ 149.60	\$ 25,585.58	\$ 9,216.38
38	6/20/2015	\$ 23,743.59	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,182.36	\$ 143.72	\$ 24,403.22	\$ 9,360.10
39	7/20/2015	\$ 22,561.23	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,188.27	\$ 137.85	\$ 23,215.17	\$ 9,497.91
40	8/20/2015	\$ 21,372.96	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,194.21	\$ 131.86	\$ 22,020.96	\$ 9,629.77
41	9/20/2015	\$ 20,178.75	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,200.18	\$ 125.89	\$ 20,820.77	\$ 9,753.67
42	10/20/2015	\$ 18,978.57	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,206.18	\$ 119.89	\$ 19,614.59	\$ 9,875.56
43	11/20/2015	\$ 17,772.39	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,212.21	\$ 113.88	\$ 18,402.38	\$ 9,997.42
44	12/20/2015	\$ 16,560.17	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,218.27	\$ 107.80	\$ 17,184.11	\$ 10,117.22
45	1/20/2016	\$ 15,341.90	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,224.37	\$ 101.71	\$ 15,959.74	\$ 10,234.93
46	2/20/2016	\$ 14,117.53	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,230.49	\$ 95.59	\$ 14,729.25	\$ 10,351.52
47	3/20/2016	\$ 12,887.05	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,236.64	\$ 89.44	\$ 13,492.61	\$ 10,467.21
48	4/20/2016	\$ 11,650.40	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,242.82	\$ 83.24	\$ 12,249.79	\$ 10,581.21
49	5/20/2016	\$ 10,407.58	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,249.04	\$ 77.01	\$ 10,990.75	\$ 10,693.04
50	6/20/2016	\$ 9,158.54	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,255.28	\$ 70.79	\$ 9,735.46	\$ 10,802.55
51	7/20/2016	\$ 7,903.26	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,261.56	\$ 64.52	\$ 8,473.90	\$ 10,909.55
52	8/20/2016	\$ 6,641.70	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,267.87	\$ 58.21	\$ 7,206.03	\$ 11,014.22
53	9/20/2016	\$ 5,373.83	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,274.21	\$ 51.87	\$ 5,931.82	\$ 11,116.53
54	10/20/2016	\$ 4,109.63	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,280.58	\$ 45.50	\$ 4,651.24	\$ 11,216.53
55	11/20/2016	\$ 2,849.05	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,286.98	\$ 39.10	\$ 3,364.26	\$ 11,314.22
56	12/20/2016	\$ 1,592.07	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,293.42	\$ 32.66	\$ 2,070.84	\$ 11,409.58
57	1/20/2017	\$ 3,258.66	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,299.88	\$ 26.19	\$ 7,841.03	\$ 11,502.77
58	2/20/2017	\$ 3,938.77	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,306.38	\$ 19.69	\$ 6,534.65	\$ 11,593.57
59	3/20/2017	\$ 2,622.39	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,312.91	\$ 13.16	\$ 5,221.74	\$ 11,681.93
60	4/20/2017	\$ 1,319.48	\$ 1,326.08	\$ -	\$ 1,326.08	\$ 1,319.48	\$ 6.60	\$ 3,902.26	\$ 11,767.53

ARIZONA CORPORATION COMMISSION

CERTIFICATE OF PUBLIC NOTICE

APPLICAN'TS NAME: Patricia D. Olsen

BUSINESS NAME: Montezuma Rimrock Water Company LLC

On May 31, 2011, I mailed a copy of the attached Public Notices: Application for a Rate Case, and Application for an Order for Financing. A copy of each of the attached notices was mailed to each customer along with their billing statement.

May 31, 2012

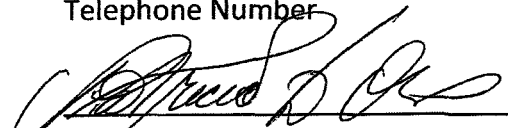
(Date)

Patricia D. Olsen, Manager

Name and Title

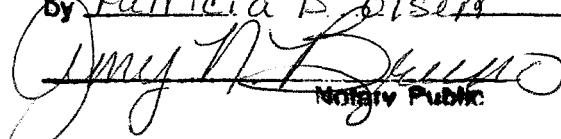
( 928 ) 592-9211

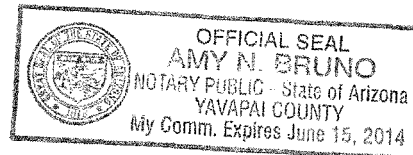
Telephone Number

  
\_\_\_\_\_  
Signature

STATE OF ARIZONA  
COUNTY OF YAVAPAI

The foregoing instrument was acknowledged  
before me this 31<sup>st</sup> day of May, 2012  
by Patricia D. Olsen

  
\_\_\_\_\_  
Notary Public



PUBLIC NOTICE  
OF  
AN APPLICATION FOR AN ORDER

AUTHORIZING THE ISSUANCE OF Promissory Note (security)  
BY Montezuma Rimrock Water Company LLC (company)

Montezuma Rimrock Water Co ("Company") filed an Application with the Arizona Corporation Commission ("Commission") for an order authorizing Applicant to issue \$ 68,592.00 (gross proceeds) of Promissory Note (security to be issued). The application is available for inspection during regular business hours at the office of the Commission in Phoenix, Arizona, and the Company's offices in Rimrock, Arizona.

Intervention in the Commission's proceedings on the application shall be permitted to any person entitled by law to intervene and having a direct substantial interest in this matter. Persons desiring to intervene must file a Motion to Intervene with the Commission which must be served upon applicant and which, at a minimum, shall contain the following information:

1. The name, address and telephone number of the proposed intervenor and of any person upon whom service of documents is to be made if different than the intervenor.
2. A short statement of the proposed intervenor's interest in the proceeding.
3. Whether the proposed intervenor desires a formal evidentiary hearing on the application and the reasons for such a hearing.
4. A statement certifying that a copy of the Motion to Intervene has been mailed to Applicant.

The granting of Motions to Intervene shall be governed by A.A.C. R14-3-105, except that all Motions to Intervene must be filed on, or before, the 15<sup>th</sup> day after this notice.